



# Aiken Department of Public Safety

## Extra-Duty Employment Contract - (Payment In Advance)

### Employment Information

Name of Organization and/or Individual: \_\_\_\_\_

Location of Event: \_\_\_\_\_

No. of Officers Requested: \_\_\_\_\_ Date(s) \_\_\_\_\_ Time(s) \_\_\_\_\_

**Note: There is a three (3) hour minimum for any officer on any specific date. \_\_\_\_\_(initial)**

Duties to be performed (General and Specific): \_\_\_\_\_

\_\_\_\_\_

### Payment Responsibility

Federal ID or Social Security Number: \_\_\_\_\_ Incorporated: \_\_\_\_\_ Y \_\_\_\_\_ N

Name: \_\_\_\_\_ Att: \_\_\_\_\_

Street Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

If address for billing is different, Please indicate: \_\_\_\_\_

\_\_\_\_\_

The City of Aiken will use the Setoff Debt Act of 1988 (Section 12-54-410), which allows the South Carolina Department of Revenue to deduct any debt from any income tax refund owed to you. Administration costs charged by the South Carolina Department of Revenue (\$25) and Municipal Association of South Carolina (\$25) and the City of Aiken (\$15) will also be deducted.

This agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Aiken Department of Public Safety and the aforementioned requesting entity.

Whereas, the City of Aiken Department of Public Safety and the aforementioned requesting entity desire to enter into an agreement for the purpose of the requesting entity employing uniformed \_\_\_\_\_ or non-uniformed \_\_\_\_\_ **(circle one and initial)**, off-duty Public Safety Officers.

Whereas, the purpose of this Agreement is to define the scope and responsibilities of the parties hereto;

Now, therefore, in consideration of the conditions and promises contained herein, the Aiken Department of Public Safety and the aforementioned requesting entity hereby agree as follows:

- (1) Employment. It is agreed and understood that the Aiken Department of Public Safety will allow uniformed \_\_\_\_\_ or non-uniformed \_\_\_\_\_ **(circle one and initial)**, off-duty Public Safety Officers to be employed to perform the aforementioned duties at the designated location.
- (2) Primary Responsibility. It is agreed and understood that the Aiken Department of Public Safety is the primary employer of Public Safety Officers and work hours must be scheduled in a manner that does not conflict or interfere with the Officer's performance of duty. It is further agreed and understood that Public Safety Officers are subject to call-back in cases of emergency and may be expected to leave his/her extra-duty employment.

- (3) Authority and Jurisdiction. Any City of Aiken Public Safety Officer working under this agreement retains, at all times hereunder, all law enforcement authority and jurisdiction for the purpose of investigation, arrest, or any other law enforcement or fire service activity. Likewise, such officers may wear their uniforms and use their weapons and like equipment while performing such extra-duty employment.
- (4) Supervision and Policies and Procedures. Any City of Aiken Public Safety Officer working under this Agreement shall be subject to the lawful orders and commands of the Department Supervisor on the scene of such extra-duty employment. In the absence of an on-scene Department Supervisor, Officers will be under the supervision of the on-duty Shift Supervisor. Public Safety Officers working extra-duty employment shall be responsible at all times for acting within the policies and procedures of the Department of Public Safety, including, but not limited to, those policies pertaining to Secondary Employment.
- (5) Compensation and Benefits.  
(A) **The requesting entity agrees to pay for each officer's regularly hourly rate of pay plus three-quarters (3/4) of that regular hourly rate of pay.** The City of Aiken Department of Public Safety agrees to then pay each officer's regular rate of pay plus one-half (1/2) that rate of pay for each hour served hereunder. \_\_\_\_ (initial here if applicable).  
  
(B) **Should the extra-duty employment fall on a holiday recognized by the City of Aiken, the requesting entity agrees to pay each officer's regular hourly rate of pay plus one and one-quarter (1 1/4) of that regular hourly rate of pay.** The City of Aiken Department of Public Safety agrees to then pay each officer double their regular rate of pay for each hour served hereunder. \_\_\_\_ (initial here if applicable). **Such extra-duty employment made pursuant to this agreement shall in no manner affect or reduce the pension, retirement or other similar benefits or rights of such employed officers.**
- (6) Payment. Unless otherwise approved by the Director of Public Safety, the requesting entity agrees to pay at least seven (7) days in advance of the employment date. The estimated amount due is \$\_\_\_\_\_. Make all checks payable to the City of Aiken.
- (7) Insurance. It is agreed and understood that the City of Aiken shall be responsible for maintaining all existing insurance coverages, including liability and worker's compensation insurance coverage, on Public Safety Officers employed under this Agreement.
- (8) Modification. This Agreement shall not be modified, amended, or changed in any manner except upon the express written consent of the parties hereto.
- (9) Termination. This Agreement may be terminated at any time upon reasonable written notice to the other party hereto. Otherwise, this Agreement will terminate on \_\_\_\_\_, \_\_\_\_ as noted above.

**I certify that all information supplied is true and correct.**

In witness whereof, the parties have caused this agreement to be signed:

Witness:

**Requesting Entity**

\_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

**Aiken Department of Public Safety**

\_\_\_\_\_ By: \_\_\_\_\_  
Director of Department of Public Safety

**Charles Barranco**  
Printed Name